

**THIS AGREEMENT MUST BE SIGNED EACH TIME CUSTOMER VISITS**

**Lunardi's Basketball**

**Release and Hold Harmless Agreement**

I (print your name) \_\_\_\_\_ presently residing at

(Street Address) \_\_\_\_\_

(City) \_\_\_\_\_ (zip code) \_\_\_\_\_,

being above the age of 18 years and the legal guardian of \_\_\_\_\_ (the "Minor"), on behalf of myself and the Minor, in consideration of the rates charged and the right to enter and use the facilities and services of Ultimate Potential Basketball, Inc., Inc. (the "Company") do hereby enter in this Release and Hold Harmless Agreement (this "Agreement") on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_ \_\_, and consent and agree that:

**I**<sub>initial here</sub> 1. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature which originate from participating and otherwise engaging in strenuous athletic activities, including, but not limited to basketball. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. There have not been any express or implied representations to you on behalf of the Company except as set forth in this Agreement.

**I**<sub>initial here</sub> 2. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in basketball and other strenuous activities.

**I**<sub>initial here</sub> 3. **Photo and Video Release.** I hereby grant and authorize the Company the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing.

**I**<sub>initial here</sub> 4. **Comprehensive Release.** I do hereby, on behalf of myself and my heirs executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the Company, the Company's successors, assigns, owners, shareholders, directors, officers,

employees, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Company and my activities on or about the Company's premises and/or facilities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically this Release.

**Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE # \_\_\_\_\_